

2018-2019 AGREEMENT FOR PROFESSIONAL SERVICES

This 2018-2019 AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into effective July 1, 2018 and ending on June 30, 2019 between College of Central Florida Foundation ("Client") and GrayRobinson, P.A. ("Consultant").

In consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties agree as follows:

1. The Client hereby engages and retains the Consultant as its Consultant for and during the period commencing on July 1, 2018 and ending on June 30, 2019, for representation before the Florida Legislature, committees of reference, Office of the Governor, and relevant state government agencies and political subdivisions. Services shall include, but not be limited to, advocating on behalf of the Client in support of its self-identified priorities aligned with mission attainment.
2. The Consultant accepts such employment and agrees to render and perform all services necessary or proper for the advancement of the interests of the Client to the extent required by such Client and agreed to by the Consultant.
3. The Client shall pay to the Consultant as compensation for services generally described in Paragraph 1, above, the sum of \$8,000.00 per month beginning July 1, 2018 and ending June 30, 2019. The payments are due in advance on the first day of each month.
4. It is understood that the Consultant may also provide consulting and lobbying services for other clients during the term of this agreement. However, the Consultant will not undertake any responsibilities or engage in any activities which reasonably conflict with the interests of the Client without obtaining prior written permission from the Client. The consultant shall disclose to the Client in writing any situation, which may reasonably present a conflict of interest, including the representation of another Florida College System institution.
5. This Agreement involves personal services and cannot be assigned by either party without obtaining the written permission of the non-assigning party. Either party may terminate this Agreement, with or without cause, upon not less than 30 days prior written notice to the other party stating the terminating party's intention to terminate this Agreement.
6. Consultant is an independent contractor engaged in an independently established business practice. The Consultant is not eligible for and will not participate in any employee retirement or benefit plan offered to employees of Client, including but not limited to, health, life or dental insurance, paid vacation or paid sick leave. Further, the Client will not withhold Federal income tax or Social Security tax for the Consultant. Client will not obtain or maintain worker's compensation insurance for the consultant. The Consultant acknowledges that it is solely responsible for compliance with laws regulating the payment of taxes, including income tax and Social Security tax.
7. Nothing herein shall be construed as a grant to Client of any right to control the professional judgment or actions of the Consultant performing services hereunder, and Consultant shall at all

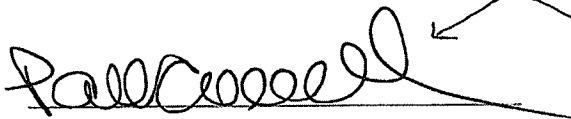
times, act as an independent contractor. The Consultant is not and shall not be an employee, agent, or servant of the Client; instead, Consultant is an independent contractor who has agreed to provide the professional services described herein. In performing professional services under this Agreement, the Consultant covenants and agrees that it and its agents shall (i) use diligent efforts and professional skills and judgment, (ii) provide services in accordance with customary and recognized standards of his profession, (iii) conduct itself / themselves in a manner consistent with policies, rules and regulations of the Client.

8. This Agreement, including any documents referenced herein or applicable laws or administrative rules governing the professional services described herein, represents the parties' entire agreement on this matter, superseding all previous negotiations or agreements. No other understandings or representations, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement for the purpose(s) herein expressed, effective on the day and year above written.

GRAYROBINSON, P.A.

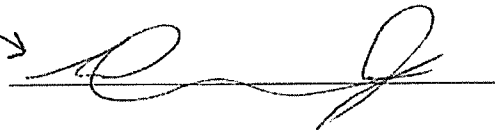
COLLEGE OF CENTRAL FLORIDA
FOUNDATION, INC.



By: Patricia A Conrad

Title: Chair

Date: 5-15-18



By: R. Dean Cannon Jr

Title: Executive Vice President

Date: 4/20/18